

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

NOEL K. RODRIGUEZ,

Plaintiff,

vs.

EXPERIAN INFORMATION SOLUTIONS,  
INC.,

Defendant.

Civil Case No.: 1:24-cv-04235

**COMPLAINT AND JURY TRIAL  
DEMAND**

**COMPLAINT**

Noel K Rodriguez (“Plaintiff”) brings this action on an individual basis, against Experian Information Solutions, Inc. (“Defendant” or “Experian”) for actual, statutory, and punitive damages and costs, and attorney’s fees, for violations of the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. §§ 1681, *et. seq.*, arising out of Defendant’s mixing Plaintiff’s credit file with another consumer.

**INTRODUCTION**

1. The computerization of our society has resulted in a revolutionary increase in the accumulation and processing of data concerning individual American consumers. Data technology, whether it is used by businesses, banks, the Internal Revenue Service or other institutions, allows information concerning individual consumers to flow instantaneously to requesting parties. Such timely information is intended to lead to faster and better decision-making by its recipients and, in theory, all of society should ultimately benefit from the resulting convenience and efficiency.

2. However, unfortunately this information has also become readily available for, and subject to, mishandling and misuse. Individual consumers can and do sustain substantial damage,

both economically and emotionally, whenever inaccurate or fraudulent information is disseminated and/or obtained about them. In fact, the Defendant acknowledges this potential for misuse and resulting damage every time it sells its respective credit monitoring services to a consumer.

3. The ongoing technological advances in the area of data processing have resulted in a boon for the companies that accumulate and sell data concerning individuals' credit histories and other personal information. Such companies are commonly known as consumer reporting agencies ("CRAs").

4. These CRAs sell information to readily paying subscribers (i.e., retailers, landlords, lenders, potential employers, and other similar interested parties), commonly called "consumer reports," concerning individuals who may be applying for retail credit, housing, employment, or a car or mortgage loan.

5. Since FCRA was enacted in 1970, federal law has required CRAs to implement and utilize reasonable procedures "to assure maximum possible accuracy" of the personal, private, and financial information that they compile and sell about individual consumers.

6. "Credit is the lifeblood of the modern American economy, and for the American consumer access to credit has become inextricably tied to consumer credit scores as reported by credit reporting agencies." *Burke v. Experian Info. Sols., Inc.*, 2011 WL 1085874, at \*1 (E.D. Va. Mar. 18, 2011).

7. Congress made the following findings when it enacted the FCRA in 1970:

- (a) The banking system is dependent upon fair and accurate credit reporting. Inaccurate credit reports directly impair the efficiency of the banking system, and unfair credit reporting methods undermine the public confidence which is essential to the continued functioning of the banking system.

- (b) An elaborate mechanism has been developed for investigating and evaluating the credit worthiness, credit standing, credit capacity, character, and general reputation of consumers.
- (c) Consumer reporting agencies have assumed a vital role in assembling and evaluating consumer credit and other information on consumers.
- (d) There is a need to ensure that consumer reporting agencies exercise their grave responsibilities with fairness, impartiality, and a respect for the consumer's right to privacy.

15 U.S.C. § 1681(a)(1-4).

8. Thus, one of the fundamental purposes of the FCRA is “to require that consumer reporting agencies adopt reasonable procedures for meeting the needs of commerce for consumer credit, personnel, insurance, and other information in a manner which is fair and equitable to the consumer, with regard to the confidentiality, accuracy, relevancy, and proper utilization of such information in accordance with the requirements of this subchapter.” 15 U.S.C. § 1681(b). Accordingly, “[t]he FCRA evinces Congress’ intent that consumer reporting agencies, having the opportunity to reap profits through the collection and dissemination of credit information, bear ‘grave responsibilities.’” *Cushman v. Trans Union*, 115 F.3d 220, 225 (3d Cir. 1997).

9. The preservation of one’s good name and reputation is also at the heart of the FCRA’s purposes:

[W]ith the trend toward computerization of billings and the establishment of all sorts of computerized data banks, the individual is in great danger of having his life and character reduced to impersonal “blips” and key-punch holes in a stolid and unthinking machine which can literally ruin his reputation without cause, and make him unemployable or uninsurable, as well as deny him the opportunity to obtain a mortgage or buy a home. We are not nearly as much concerned over the possible mistaken turn-down of a consumer for a luxury item as we are over the possible destruction of his good name without his knowledge and without reason. Shakespeare said, the loss of one’s good name is beyond price and makes one poor indeed.

*Bryant v. TRW, Inc.*, 689 F.2d 72, 79 (6th Cir. 1982) [quoting 116 Cong. Rec. 36570 (1970)] (emphasis added).

10. The FCRA also requires CRAs to conduct a reasonable reinvestigation to determine whether information disputed by consumers is inaccurate and record the current status of the disputed information, or delete the disputed information, before the end of the 30-day period beginning on the date on which the CRA receives the notice of dispute from the consumer. This mandate exists to ensure that consumer disputes are handled in a timely manner and that inaccurate information contained within a consumer's credit report is corrected and/or deleted so as to not prevent said consumer from benefiting from his or her credit and obtaining new credit.

11. In light of these important findings and purposes, Congress specifically noted "a need to insure that [CRAs] exercise their grave responsibilities with fairness, impartiality, and respect for the consumer's right to privacy." *See* 15 U. S.C. § 1681(a)(4).

12. The FCRA also requires furnishers of information, a creditor or other third party that provides information about consumer to a CRA, upon notice, to conduct a reasonable reinvestigation of all disputes with regard to the completeness or accuracy of any information it provides to the CRAs regarding a consumer and modify, delete, or permanently block any items of information found to be inaccurate, incomplete, or unverifiable after said reinvestigation is completed.

13. A recurring and *known* issue within the credit reporting industry is the creation of "mixed files."

14. A "mixed file" occurs when personal and credit information belonging to Consumer B appears in one or more of Consumer A's credit files.

15. "Mixed files" create a false description and representation of a consumer's credit history.

16. The Federal Trade Commission defined a mixed credit file as a file that “refers to a Consumer Report in which some or all of the information pertains to Persons other than the Person who is subject to that Consumer Report.” *F.T.C. v. TRW, Inc.*, 784 F. Supp. 361, 362 (N.D. Tex. 1991).

17. Mixed files are not a new phenomenon. Defendant has been on notice of the existence of mixed files, and the fact that its procedures for creating credit files, including its matching algorithms, are prone to frequently cause mixed files, for over thirty (30) years. *See Thompson v. San Antonio Retail Merchants Ass’n*, 682 F.2d 509, 511 (5th Cir. 1982).

18. More recently, Defendant has been the subject of numerous state attorney general actions relating to its mixed file problem.

19. For example, in 2015, the New York Attorney General filed charges and settled claims with Defendant over mixed files. *See In the Matter of Eric T. Schneiderman, Attorney General of the State of New York v. Experian Information Solutions, Inc., Equifax Information Services, LLC, and Trans Union LLC*.

20. Notwithstanding Defendant’s notice and being subject to repeated enforcement actions, mixed files continue to occur despite consumers’ unique personal identifying information, such as Social Security numbers, date of birth, and addresses.

21. Another consequence of mixed files is the resulting disclosure of a consumer’s most personal identifying and financial information absent the consumer’s knowledge or consent, or both. This occurs when a consumer’s file is mixed with that of another consumer, and either of those consumers applies for credit, housing, insurance, or employment, and Defendant sells information pertaining to one consumer in response to the application of the other.

22. Defendant has been sued thousands of times by consumers alleging that Defendant violated the FCRA by mixing a consumer's credit file with that of another consumer.

23. FCRA lawsuits have resulted in multi-million-dollar verdicts for consumers who fall victim to a mixed credit file.

24. For example, in 2002, the jury in *Judy Thomas v. Trans Union LLC*, District of Oregon, Case NO. 00-1150-JE, found Trans Union had willfully violated the FCRA by mixing Judy Thomas's personal and credit information with another consumer's and failing to unmix them despite Ms. Thomas' numerous disputes. The jury awarded Ms. Thomas \$300,000.00 in actual damages and \$5,000,000.00 in punitive damages. Despite the verdict, Defendant continues to mix consumers' credit files with other consumers' credit files.

25. In 2007, the jury in *Angela Williams v. Equifax Information Services, LLC*, Circuit Court for Orange County Florida, Case No. 48-2003-CA-9035-0, awarded Angela Williams \$219,000.00 in actual damages and \$2,700,000.00 in punitive damages for willfully violating the FCRA by mixing Angela Williams with another consumer and failing to unmix them despite Ms. Williams' disputes. Despite the verdict, Defendant continues to mix consumers' credit files with other consumers' credit files.

26. In 2013, the jury in *Julie Miller v. Equifax Information Services, LLC*, District of Oregon, Case No. 3:11-cv-01231-BR, awarded Julie Miller \$180,000.00 in actual damages and more than \$18,000,000.00 in punitive damages for willfully violating the FCRA by mixing Julie Miller with another consumer and failing to unmix them despite Ms. Miller's numerous disputes. Despite the verdict, Defendant continues to mix consumers' credit files with other consumers' credit files.

27. More recently, a jury assessed a \$60 million dollar verdict against Trans Union for mixing innocent persons as terrorists and drug dealers by matching consumers with the Office of Foreign Asset Control’s “terrorist alert” list based on first and last name alone. *See Ramirez v. Trans Union, LLC*, No. 12-CV-00632-JSC, 2017 WL 5153280, at \*1 (N.D. Cal. Nov. 7, 2017), *aff’d in part, vacated in part, rev’d in part sub nom. Ramirez v. TransUnion, LLC*, 951 F.3d 1008 (9th Cir. 2020). Despite the verdict, Defendant continues to mix consumers’ credit files with other consumers’ credit files.

28. “Evidence that a defendant has repeatedly engaged in prohibited conduct while knowing or suspecting that it was unlawful would provide relevant support for an argument that strong evidence is required to cure the defendant’s disrespect for the law.” *Dalton v. CAI*, 257 F.3d 409, 418 (4th Cir. 2001) (noting that whether “other consumers have lodged complaints similar to Dalton’s against CAI” is relevant to willfulness under the FCRA). Moreover, repeated noncompliance with statutory duties can establish that the defendants acted willfully. *See Safeco Ins. Co. of Am. v. Burr*, 551 U.S. 47, 53 (2007) (punitive damages can be awarded based on “reckless disregard for a statutory duty”).

29. No less than three federal Courts of Appeal have held a consumer reporting agency violates 15 U.S.C. § 1681e(b) and may be found to have willfully violated the FCRA when it mixes a consumer’s file with another consumer.

30. Notably, the Federal Trade Commission has specifically warned consumer reporting agencies, including Defendant, to review their procedures when a mixed file occurs.

31. Despite federal and state law, Congressional mandate, federal and state enforcement actions, and thousands of consumer lawsuits, mixed credit files remain a significant problem for innocent consumers, including Plaintiff.

32. Plaintiff's claims arise out of the Defendant's blatantly inaccurate credit reporting, wherein Defendant published in a consumer report about Plaintiff the information of another consumer because Defendant mixed Plaintiff's credit file with that of a distinct and separate consumer.

33. Accordingly, Plaintiff brings claims against Defendant for failing to follow reasonable procedures to assure the maximum possible accuracy of Plaintiff's credit reports, in violation of the FCRA, 15 U.S.C. § 1681e(b); for failing to conduct a reasonable reinvestigation to determine whether information Plaintiff disputed was inaccurate and in fact, the product of a mixed file, and for failing to delete the disputed information from Plaintiff's credit file, in violation of the FCRA, 15 U.S.C. § 1681i.

34. As part of this action, Plaintiff seeks actual, statutory, and punitive damages, costs and attorneys' fees from the Defendant for its willful and/or negligent violations of the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.*, as described herein.

### **PARTIES**

35. Plaintiff is a natural person residing in Howard Beach, New York, and is a "consumer" as that term is defined in 15 U.S.C. § 1681a(c).

36. Defendant Experian is a corporation with a principal place of business located at 475 Anton Boulevard, Costa Mesa, California 92626, and is authorized to do business in the State of New York, including within this District.

37. Experian is a "consumer reporting agency" as defined in 15 U.S.C. § 1681a(f). Experian is regularly engaged in the business of assembling, evaluating, and disseminating information concerning consumers for the purpose of furnishing consumer reports, as defined in 15 U.S.C. § 1681a(d), to third parties.



38. The information Experian collects, maintains, and sells includes confidential details about the income, finances, credit histories, address histories, application histories, credit review histories, and employment histories of 245 million Americans. Experian also collects consumers' personal identifiers, such as Social Security Numbers ("SSNs"), dates of birth, telephone numbers, and addresses.

39. Experian collects and maintains such information about consumers, whether consumers like it or not. Consumers do not have a choice as to whether Experian collects and maintains information about them. Not only that, but consumers cannot remove information that Experian collects and maintains about them from the Experian database. Further, Experian sells that information about consumers for its unilateral profit, none of which is shared with the Plaintiff, who is the subject of the very data that Experian sold.

### **JURISDICTION AND VENUE**

40. This Court has jurisdiction over Plaintiff's claims pursuant to 28 U.S.C. § 1331 and 15 U.S.C. § 1681p, which allows claims under the FCRA to be brought in any appropriate court of competent jurisdiction.

41. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this District.

### **SUMMARY OF THE FAIR CREDIT REPORTING ACT**

42. The FCRA governs the conduct of consumer reporting agencies in an effort to preserve the integrity of the consumer banking system and to protect the rights of consumers to fairness and accuracy in the reporting of their credit information.

43. The FCRA was designed to protect consumers from the harmful effects of inaccurate information reported in consumer reports (commonly referred to as "credit reports"). Thus, Congress enshrined the principles of "fair and accurate credit reporting" and the "need to

ensure that consumer reporting agencies exercise their grave responsibilities with fairness” in the very first provision of the FCRA. *See* 15 U.S.C. § 1681(a).

44. Specifically, the statute was intended to ensure that “consumer reporting agencies adopt reasonable procedures for meeting the needs of commerce for consumer credit, personnel, insurance, and other information in a manner which is fair and equitable to the consumer, with regard to the confidentiality, accuracy, relevancy, and proper utilization of such information. *See* 15 U.S.C. § 1681(b).

45. To that end, the FCRA imposes the following twin duties on consumer reporting agencies: (i) consumer reporting agencies must devise and implement reasonable procedures to ensure the “maximum possible accuracy” of information contained in consumer reports (15 U.S.C. § 1681e(b)); and (ii) consumer reporting agencies must reinvestigate the facts and circumstances surrounding a consumer’s dispute and timely correct any inaccuracies (15 U.S.C. § 1681i).

46. The FCRA provides consumers with a private right of action against consumer reporting agencies that willfully or negligently fail to comply with their statutory obligations under the FCRA.

#### **DEFENDANT’S PROCESSING OF CREDIT INFORMATION**

47. Defendant regularly receives information from various sources around the country including banks, credit unions, automobile dealers, student loan providers, public information vendors, and others.

48. These sources are known as “furnishers” within the credit reporting industry and under the FCRA.

49. Defendant collects information from thousands of furnishers.

50. The process by which Defendant receives, sorts, and stores information is largely electronic.

51. Furnishers report credit information to Defendant through the use of coded tapes that are transmitted to Defendant on a monthly basis through software known as Metro 2.

52. Defendant takes credit information reported by furnishers and creates consumer credit files.

53. Defendant maintains credit files on more than 200 million consumers.

54. Credit files are updated electronically by the furnishers to reflect new information regarding the reported accounts (sometimes referred to within the industry as “tradelines”).

#### **DEFENDANT’S MIXED FILE PROBLEM**

55. Defendant knows that different consumers have similar names.

56. Defendant knows that different consumers can have similar Social Security numbers.

57. Defendant knows that different consumers with similar names can also have similar Social Security numbers.

58. Defendant knows that public records often do contain identifying information such as Social Security numbers or dates of birth.

59. Defendant matches tradelines and public records to a consumer credit file by comparing the information about the consumer associated with the tradeline or public record to the information they maintain about the consumer in the consumer’s credit file or files.

60. Defendant accomplishes this matching of credit information to consumer credit files through the use of certain matching algorithms or database rules.

61. From time to time, Defendant’s matching algorithms match information belonging to one consumer to the credit file of another consumer; resulting in what’s commonly known as in the credit reporting industry as a mixed or merged credit file.

62. Mixed files are not a new phenomenon. In fact, as long ago as the early 1990s, the Federal Trade Commission (“FTC”) (the government agency charged with enforcement of the FCRA), entered into individual Consent Decrees with each of the major CRAs, specifically including Defendant, regarding its significant failures and deficiencies with respect to mixed files.

63. Despite Defendant’s long-standing and specific knowledge of the mixed file problem, Plaintiff’s credit report was still generated by Defendant containing information belonging to another consumer.

64. A mixed or merged credit file is the result of Defendant’s inaccurately mixing personal identifying information and credit information and/or an entire credit file belonging to one consumer into the credit file of another consumer.

65. There are many different possible causes for the mixing of credit files but all of them relate in one way or another to the algorithms and/or database rules used by Defendant to match personal identifying information and credit information, including public record information, to a particular consumers’ credit file.

66. The success or failure of these algorithms or rules is both a function of the rules themselves and of the information provided by the furnishers of the tradeline information to Defendant.

67. A mixed consumer report could be caused by an improper algorithm just as it could be caused by the inaccurate reporting of a consumer’s personal “indicative” information (e.g., name, Social Security number, address, date of birth, etc.) by the furnishers to Defendant.

68. Accordingly, the database rules determine which credit files are selected by the algorithm and merged to create a complete consumer report.

69. Therefore, a mixed consumer report is sometimes the result of the mixing of two or more consumer credit files belonging to different consumers into one consumer report.

### **FACTUAL ALLEGATIONS**

#### **Plaintiff's Discovery of His Mixed Experian File**

70. Until February 2024, Plaintiff used the free CreditKarma credit monitoring service, which allows consumers to view their current Equifax and TransUnion credit reports.

71. In or around February 2024, Plaintiff received an marketing email from Experian inviting him to download the Experian app and view his credit report for free.

72. On February 6, 2024, Plaintiff downloaded the Experian app and was shocked to see that his Experian credit score was much lower than expected.

73. On February 7, 2024, Plaintiff then perused his Experian credit report and identified unfamiliar personal identifying information, unfamiliar hard inquiries, and an unfamiliar JPMorgan Chase account.

74. Specifically, on February 7, 2024, Defendant was reporting the following accounts which did not belong to Plaintiff:

- (a) JPMCB Card  
Account Number: 438854XXXXXXXXXXXX  
Date Opened: July 14, 2021  
Status: Account charged off. \$8,364 written off. \$8,364 past due as of Jan 2024

75. Further, Defendant was reporting the following hard inquiries which did not belong to Plaintiff:

- (a) JPMCB CARD - August 15, 2023;
- (b) JPMCB CARD - August 14, 2023;
- (c) XACTUS-CP - February 20, 2023;
- (d) JPMCB CARD - June 16, 2022.

76. Plaintiff did not apply for credit with any of the aforementioned entities and did not have a relationship with any of the aforementioned entities.

77. Upon information and belief, all four of the above-referenced hard inquiries were initiated by credit applications submitted by a distinct consumer.

78. Further, Defendant was reporting a phone number ending in 6120 that did not belong to Plaintiff.

79. Defendant was also inaccurately reporting Plaintiff's year of birth to be 1978.

80. By reporting the aforementioned credit accounts and other personal information in the credit file presumably about Plaintiff, despite the fact that the accounts and information do not belong to Plaintiff, Defendant failed to follow reasonable procedures to assure the maximum possible accuracy of the information contained within Plaintiff's credit files and consumer reports, in violation of 15 U.S.C. § 1681e(b).

#### **Plaintiff's February 8, 2024 Dispute to Defendant**

81. On February 8, 2024, worried that something was very wrong with his Experian credit file, Plaintiff disputed the inaccuracies through the Experian phone application and specifically indicated that the inaccurate information did not belong to him.

82. Plaintiff requested that Defendant reinvestigate the disputed information, correct the reporting, and send him a corrected copy of his credit report.

#### **Defendant's Unreasonable Dispute Reinvestigation**

83. Defendant did not respond to Plaintiff's dispute.

84. Defendant continued to report the personal identifying information, accounts, and hard inquiries which do not belong to Plaintiff.

85. Defendant failed to conduct a reasonable investigation of Plaintiff's February 8, 2024, dispute, or any reinvestigation whatsoever, to determine whether the disputed information

was inaccurate and record the current status of the disputed information, in violation of 15 U.S.C. § 1681i(a)(1)(A).

**Plaintiff's April 10, 2024 Dispute to Defendant**

86. On April 10, 2024, Plaintiff sent a second dispute letter to Defendant via USPS certified mail and again explained that the disputed the information that did not belong to him.

87. Along with his dispute letter, Plaintiff enclosed a copy of his driver's license and social security card to better assist Defendant in identifying him in its system.

88. The April 10, 2024 dispute letter specifically identified the JPMorgan Chase account and the four hard inquiries as inaccurate.

89. Plaintiff requested that Defendant reinvestigate the disputed information, correct the reporting, and send him a corrected copy of his credit report.

**Defendant's Unreasonable Dispute Reinvestigation**

90. Defendant did not respond to Plaintiff's second dispute.

91. Concerned about the state of his credit file and Defendant's lack of response, Plaintiff decided to request another copy of his credit file from Defendant.

92. On May 30, 2024, Plaintiff obtained a copy of his credit file from Defendant.

93. Upon reviewing the contents of the May 30, 2024, credit file, Plaintiff was distressed to see that although Defendant did remove JPMCB account notation and the inaccurate year of birth, Defendant was still reporting the other consumer's personal and credit information on Plaintiff's credit file, including: (i) the four inaccurate hard inquiries; and (ii) the inaccurate phone number.

94. In other words, Defendant failed to delete the inaccurate hard inquiries and phone number disputed by Plaintiff.

95. Defendant failed to conduct a reasonable investigation of Plaintiff's April 10, 2024, dispute, or any reinvestigation whatsoever, to determine whether the disputed information was inaccurate and record the current status of the disputed information, in violation of 15 U.S.C. § 1681i(a)(1)(A).

96. Thereafter, and upon information and belief, Defendant failed to unmix Plaintiff's credit file from that of the other consumer likely continued to report the other consumer's information to Plaintiff's credit file.

97. Defendant violated 15 U.S.C. § 1681e(b) by failing to establish or to follow reasonable procedures to assure maximum possible accuracy of the credit information it published and maintained concerning Plaintiff.

98. As a result of the "mixed file," Defendant made it practically impossible for Plaintiff to obtain credit or to preserve the credit he was already extended.

99. Specifically, by letter dated February 3, 2024, American Express notified Plaintiff that it was revoking his existing credit limit and replacing with a dramatically-reduced credit limit of \$1,900, and a cash advance limit of \$200.

100. According to the February 3, American Express' decision to revoke Plaintiff's credit was based on (i) the high balance on one or more account relative to his credit limit; and (ii) Plaintiff's low FICO score, which it obtained from Experian on January 22, 2024.

101. The February 3 letter further stated that Plaintiff's FICO score was impacted by "a serious delinquency," "too few accounts currently paid as agreed," and "too many credit inquiries" over the preceding 12 months.



102. At the time American Express obtained Plaintiff's credit score from Experian, JPMorgan Chase account was the **only** account with a balance that exceeded the credit limit, and the **only** account that had any derogatory marks or delinquencies.

103. Moreover, Plaintiff had not applied for **any** credit in the preceding 12 months, so none of the hard inquiries reported on Plaintiff's credit report belonged to him.

104. In other words, the credit revocation was **directly** caused by the inclusion of inaccurate information on Plaintiff's credit report.

105. Plaintiff also suffered additional damages as a result of the inaccurate information reported by Experian.

106. On February 23, 2024, Plaintiff applied for a Capital One Venture X card and was denied.

107. Plaintiff also applied for a Capital One Platinum Card but was approved at the less favorable terms of a credit limit of \$500.00 and an APR of 30.74%

108. At all times pertinent hereto, Defendant was acting by and through its agents, servants, and/or employees who were acting within the course and scope of their agency or employment, and under the direct supervision and control of the Defendant herein.

109. At all times pertinent hereto, Defendant's conduct, as well as that of its respective agents, servants, and/or employees, was intentional, willful, reckless, grossly negligent and in utter disregard for federal law and the rights of Plaintiff herein.

110. As a standard practice, Defendant does not conduct independent investigations in response to consumer disputes. Instead, it merely parrots the response of the credit furnisher, despite numerous court decisions admonishing this practice. *See Cushman v. Trans Union Corp.*, 115 F.3d 220, 225 (3d Cir. 1997) ("The 'grave responsibilit[y]' imposed by § 1681(a) must consist

of something more than merely parroting information received from other sources. Therefore, a ‘reinvestigation’ that merely shifts the burden back to the consumer and the credit grantor cannot fulfill the obligations contemplated by the statute.”); *Apodaca v. Discover Fin. Servs.*, 417 F. Supp. 2d 1220, 1230-31 (D.N.M. 2006) (noting that credit reporting agencies may not rely on automated procedures that make only superficial inquiries once the consumer has notified it that information is disputed); *Gorman v. Experian Info. Sols., Inc.*, 2008 WL 4934047, at \*6 (S.D.N.Y. Nov. 19, 2008).

111. Defendant is aware of the shortcomings of its procedures and intentionally chooses not to comply with the FCRA to lower its costs. Accordingly, Defendant’s violations of the FCRA are willful.

112. As a result of Defendant’s conduct, action, and inaction, Plaintiff suffered damages including but not limited to, damage by loss of credit; loss of ability to purchase and benefit from his good credit rating; detriment to his credit rating; the expenditure of time and money disputing and trying to correct the inaccurate credit reporting; the expenditure of labor and effort disputing and trying to correct the inaccurate credit reporting; and emotional distress including the mental and emotional pain, anguish, humiliation, and embarrassment of credit denials and having another consumer’s personally identifying information and credit information, including inquiries, mixed into Plaintiff’s credit file.

### **CLAIMS FOR RELIEF**

#### **COUNT I**

#### **15 U.S.C. § 1681e(b)**

#### **Failure to Follow Reasonable Procedures to Assure Maximum Possible Accuracy**

113. Plaintiff re-alleges and incorporates by reference the allegations set forth in preceding paragraphs as if fully stated herein.

114. The FCRA imposes a duty on consumer reporting agencies to devise and implement procedures to ensure the “maximum possible accuracy” of consumer reports, as follows:

Whenever a consumer reporting agency prepares a consumer report, it shall follow reasonable procedures to assure *maximum possible accuracy* of the information concerning the individual about whom the report relates.

15 U.S.C. §1681e(b) (emphasis added).

115. On at least one occasion, Defendant prepared patently false consumer reports concerning Plaintiff.

116. Defendant mixed another consumer’s personal and credit account information into Plaintiff’s credit file, thereby misrepresenting Plaintiff, and ultimately, Plaintiff’s creditworthiness.

117. Defendant Experian violated 15 U.S.C. § 1681e(b) by failing to establish or to follow reasonable procedures to assure maximum possible accuracy in the preparation of the credit reports and credit files it published and maintained concerning Plaintiff.

118. As a result of Defendant’s conduct, action, and inaction, Plaintiff suffered damages including but not limited to, damage by loss of credit; loss of ability to purchase and benefit from his good credit rating; detriment to his credit rating; the expenditure of time and money disputing and trying to correct the inaccurate credit reporting; the expenditure of labor and effort disputing and trying to correct the inaccurate credit reporting; and emotional distress including the mental and emotional pain, anguish, humiliation, and embarrassment of credit denials and having another consumer’s personally identifying information and credit information, including inquiries, mixed into Plaintiff’s credit file.

119. Defendant’s conduct, actions, and inactions were willful, rendering it liable for actual or statutory damages, and punitive damages in an amount to be determined by the Court

pursuant to 15 U.S.C. § 1681n. Alternatively, Defendant was negligent, entitling Plaintiff to recover under 15 U.S.C. § 1681o.

120. Plaintiff is entitled to recover attorneys' fees and costs from Defendant in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and/or § 1681o.

**COUNT II**  
**15 U.S.C. § 1681i**  
**Failure to Perform a Reasonable Reinvestigation**

121. Plaintiff re-alleges and incorporates by reference the allegations set forth in preceding paragraphs as if fully stated herein.

122. The FCRA mandates that Defendant conduct a reasonable reinvestigation of the accuracy of information "[i]f the completeness or accuracy of any item of information contained in a consumer's file" is disputed by the consumer. *See* 15 U.S.C. § 1681i(a)(1). The FCRA imposes a 30-day time limit for the completion of such an investigation. *Id.*

123. The FCRA provides that if Defendant conducts its reinvestigation of disputed information and confirms that the information is, in fact, inaccurate or it is unable to otherwise verify the accuracy of the disputed information, it is required to delete the item of information from the consumer's file. *See* 15 U.S.C. § 1681i(a)(5)(A).

124. Plaintiff initiated a dispute with Defendant and disputed inaccurate information reporting in his credit file and requested that Defendant correct and/or delete the inaccurate, misleading, and highly damaging information belonging to an unrelated consumer.

125. Defendant failed to respond to Plaintiff's dispute and conducted *no* investigation of Plaintiff's dispute, or such investigation, if any, was so unreasonable as to allow patently false and highly damaging information to remain in Plaintiff's credit file.

126. Defendant violated 15 U.S.C. § 1681i by failing to conduct a reasonable reinvestigation to determine whether the disputed information was inaccurate and record the current status of the disputed information, or delete the disputed information, before the end of the 30-day period beginning on the date on which it received notice of Plaintiff's dispute; and by failing to maintain reasonable procedures with which to filter and verify information in Plaintiff's credit files.

127. As a result of Defendant's conduct, action, and inaction, Plaintiff suffered damages including but not limited to, damage by loss of credit; loss of ability to purchase and benefit from his good credit rating; detriment to his credit rating; the expenditure of time and money disputing and trying to correct the inaccurate credit reporting; the expenditure of labor and effort disputing and trying to correct the inaccurate credit reporting; and emotional distress including the mental and emotional pain, anguish, humiliation, and embarrassment of credit denials and having another consumer's personally identifying information and credit information, including inquiries, mixed into Plaintiff's credit file.

128. Defendant's conduct, actions, and inactions was willful, rendering it liable for actual or statutory damages, and punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. Alternatively, Defendant was negligent, entitling Plaintiff to recover under 15 U.S.C. § 1681o.

129. Plaintiff is entitled to recover attorneys' fees and costs from Defendant in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and/or § 1681o.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff prays for the following relief:

- i. Determining that Defendant negligently and/or willfully violated the FCRA;

- ii. Awarding Plaintiff actual, statutory, and punitive damages as provided by the FCRA;
- iii. Awarding Plaintiff reasonable attorneys' fees and costs as provided by the FCRA; and,
- iv. Granting further relief, in law or equity, as this Court may deem appropriate and just.

**DEMAND FOR JURY TRIAL**

Plaintiff is entitled to and hereby demands a trial by jury on all issues so triable.

Dated: June 14, 2024

**CONSUMER ATTORNEYS**

*By: /s/ Moshe Boroosan*

Moshe Boroosan, Bar No. 5429915

CONSUMER ATTORNEYS

1318 Avenue J, 2nd Floor,

Brooklyn, NY 11230

T: (718) 887-2926

F: (718) 715-1750

Email: mboroosan@consumerattorneys.com

*Attorneys for Plaintiff Noel K. Rodriguez*